

# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY JANUARY 16, 2007

Yuba County Government Center  
Board Chambers  
915 Eighth Street, Suite 109A  
Marysville, California  
Unless otherwise indicated

2:00 P.M. I **CALL TO ORDER**

II **ROLL CALL** – Directors Rick Brown, Jerry Crippen, Mary Jane Griego, Dan Logue, Richard Webb

III **PUBLIC COMMUNICATIONS**: Any person may speak about any subject of concern provided it is within the jurisdiction of the Levee Improvement Authority and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes.

IV **ACTION ITEMS**

- A. Authorize Executive Director to evaluate and implement bid process with evaluation criteria to award Feather River Levee construction and approve construction contracts to be bid prior to being finalized.
- B. Approve loan agreement with Yuba County Water Agency in the amount of \$225,000 for engineering and administrative services related to Phase 4 Feather River setback Project and authorize Chairman to execute upon submittal and review and approval of County Counsel. (Continued from January 9, 2007)
- C. Approve Amendment Four with Bender Rosenthal, Inc. in the amount of 4100,000 for right-of-way actions along the Phase 4, Feather River setback levee alignment and authorize the Executive Director to execute upon submittal and review and approval of County Counsel. (Continued from January 9, 2007)
- D. Approve amendment four with GEI in the amount of \$115,000 on Phase 4 Segment 2/Feather River Setback Design and authorize Chairman to execute upon submittal and review and approval of County Counsel.

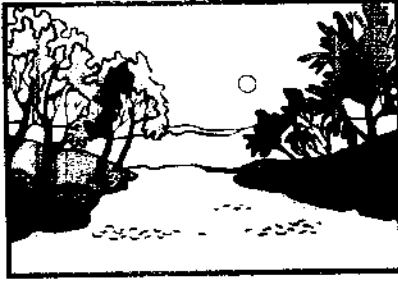
V **BOARD AND STAFF MEMBERS' REPORTS**

- A. Assessment Engineering and Plan Update
- B. Executive Director Report
- C. Board/Staff Reports

## VI CLOSED SESSION

- A. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN: 016-120-005, 016-150-020, 016-150-021/Negotiating Parties: Danna and Danna Inc., and TRLIA/Rich Brown/Bob Morrison/Negotiation: Price and Terms of Payment
- B. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN: 016-150-004, 016-150-019/Negotiating Parties: Danna Investment Company and TRLIA/Rich Brown/Bob Morrison/Negotiation: Price and Terms of Payment
- C. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN: 016-150-019/Negotiating Parties: Pam and Scott Foster and TRLIA/Rich Brown/Bob Morrison/Negotiation: Price and Terms of Payment
- D. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN: 020-020-081, 020-020-082/Negotiating Parties: Auburn Manor and TRLIA/Rich Brown/Bob Morrison/Negotiation: Price and Terms of Payment
- E. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN: 020-020-054/Negotiating Parties: Harmon and TRLIA/Rich Brown/Bob Morrison/Negotiation: Price and Terms of Payment
- F. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN: 014-270-107/Negotiating Parties: Herrell/Scott and TRLIA/Rich Brown/Bob Morrison/Negotiation: Price and Terms of Payment

## VII ADJOURN



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218  
Marysville, CA 95901  
(530)749-7841 (530)749-6990 Fax

January 16, 2007

TO: Three Rivers Levee Improvement Authority Board  
FROM: Paul Brunner, Executive Director *Paul Brunner*  
SUBJECT: Contracting method for the Feather River levee work

**Recommended Action:** Approve the TRLIA Executive Director to evaluate and then implement if it is in the best interest to TRLIA to use the formal bid process with evaluation criteria in order to award a contract based on the bid evaluation criteria other than lowest bid price method for the Feather River levee construction work. Also approve TRLIA construction contracts to be bid prior to being finalized (signed by the TRLIA chairman) in order to accommodate the formal bid evaluation process.

**Discussion:** TRLIA has adopted Yuba County's Contracting practices and policies as its own to follow. The County Purchasing and Contract Manual (Section 3.13) allows the formal bid process to include a bid evaluation criteria as long as the invitation to bid states the evaluation criteria is to be applied and such award is in the best interest of County (in this case TRLIA).

Over the past several months TRLIA staff have been reducing overall costs by reviewing management and business practices, overhead costs, and project contracting methods. One item that has come from this review is the objective to bid the Feather River levee construction work before the design is complete in order to allow an experienced construction contractor to review design before it is finalized and make recommendations in their bid that hopefully would improve the design and lower project costs. TRLIA staff believes that the formal bid with evaluation criteria may be a good method to achieve this objective and be amenable to the both the Feather River Segments 1 and 3 contract and then later to the Segment 2 contract.

The segment 1 and 3 design will at 90% complete by late January 2007, and we believe that by February or March TRLIA would place the contract out to bid and allow potential bidders to provide their comments on the design and cost reductions as part of their formal bid. TRLIA staff would develop evaluation criteria from which a contractor would be identified through the formal bid process that provides the best interest to TRLIA. The identified contractor would be presented to the TRLIA Board for contract award. The low bid would not necessarily receive the contract.

**Fiscal Impact:** Overall TRLIA project costs are anticipated to be reduced



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Government Center  
915 Eighth Street, Suite 115  
Marysville, CA 95901-5273  
(530) 749-7841 (530) 749-7884 Fax

January 9, 2007

TO: Three Rivers Levee Improvement Authority Board  
FROM: Paul Brunner, Executive Director *PAB 3 Jan 07*  
SUBJECT: Yuba County Water Agency (YCWA) Feather River Setback Loan  
To Three Rivers Levee Improvement Authority

## Recommended Action:

Accept \$225,000 loan from YCWA under terms contained on term sheet (Attach 1) and proposed Loan Agreement (Attach 2); sign proposed Promissory Note (Attach 3), and delegate authority to Executive Director to take all actions necessary in support of loan.

## Discussion:

This loan is necessary to cover cash flow needs for the Feather River Setback Alternative. To allow the Phase 4 Feather River Setback schedule to be viable TRLIA needs immediate funding from an outside source. Currently, TRLIA funds are encumbered by the funding agreements with landowners and can only be used for the Feather Setback option if the landowners agree, which is a tough sell right now. Currently the schedule for the Feather River setback alternative shows a completion by the end of 2008. The schedule was built with the goal of starting construction on the setback by September 1, 2007. This is extremely aggressive with little margin for error, which is why TRLIA is asking for funding to start work on Real Estate actions and the 404 application as soon as possible.

The funding needed to support this aggressive schedule is around \$75,000/month starting immediately thru Feb 2007. By February TRLIA should know if the setback alternative is viable and setback funding from the other sources (e.g. landowners) hopefully would be available to carry the effort forward. Reimbursement of the YCWA funding would most likely come from the State Prop 1E funds.

## Fiscal Impact:

All Work that TRLIA desires to be funded by this Agreement must be completed and loan disbursement request made to Agency by April 30, 2007. No loan disbursement requests shall be accepted by YCWA after that date, unless the date is extended by the Agency. If, by June 30, 2010, TRLIA has not successfully implemented the Feather River Setback alternative and funding (e.g. Prop 1E) is not available to repay the loan balance

remaining under this Agreement, then, upon that date, the loan shall be converted to a grant and the Authority shall have no obligation to repay the loan to YCWA.

**3 Attachments:**

1. Term Sheet
2. Proposed Loan
3. Proposed Promissory Note

Draft

## **Term Sheet for YCWA Feather River Setback loan to Three Rivers Levee Improvement Authority**

**Purpose:** To cover potential cash flow needs for the Feather River Setback Alternative. To allow the Phase 4 Feather River Setback schedule to be viable TRLIA needs immediate funding from an outside source. Currently, TRLIA funds are encumbered by the funding agreements with landowners and can only be used for the Feather Setback option if the landowners agree, which is a tough sell right now. Currently the schedule for the Feather River setback alternative shows a completion by the end of 2008. The schedule was built with the goal of starting construction on the setback by September 1, 2007. This is extremely aggressive with little margin for error, which is why TRLIA is asking for funding to start work on Real Estate actions and the 404 application as soon as possible.

**Principal Loan amount:** \$225,000

**Interest Rate:** Pool Rate as established by Yuba County, but not less than 4% (YCWA's current loan policy) to accrue only as to funds actually drawn by TRLIA. YCWA will add 4% administrative fee to each disbursement, but will not accrue any additional interest for the life of the loan.

**Value of Loan with Interest:** Authority promises to pay to Agency, or order, the principal loan amount which will equal cost item disbursements plus the 4% administrative fee. The principal may be fully repaid at any time by Authority, without prepayment penalty. Agency and Authority anticipate that the entire \$225,000 may be disbursed and that the ending principal of the loan may be \$234,000.

**Fund availability:** Funds to be placed in a segregated account under YCWA's control that may be called upon by TRLIA. TRLIA will submit invoices to YCWA immediate payment.

**Term of Loan:** All Work that Authority desires to be funded by this Agreement must be completed and loan disbursement request made to Agency by April 30, 2007. No loan disbursement requests shall be accepted by Agency after that date, unless the date is extended by the Agency. If, by June 30, 2010, the Authority has not successfully implemented the Feather River Setback alternative and funding (e.g. Prop 1E) is not available to repay the loan balance under this Agreement, then, upon that date, the loan shall be converted to a grant and the Authority shall have no obligation to repay the loan to the Agency.

**Fund repayment:** Reimbursement of the YCWA funding would most likely come from State Prop 1E funding.

**Repayment timing:** Reimbursement of the YCWA funding would occur once State funds from Prop 1E are obtained, which is anticipated to be in October 2007

Draft

**YUBA COUNTY WATER AGENCY  
LOAN AGREEMENT  
WITH THREE RIVERS LEVEE IMPROVEMENT AUTHORITY**

This Agreement is entered into this \_\_\_ day of December, 2006, by and between Yuba County Water Agency, a public agency organized under the Yuba County Water Agency Act ("Agency") and Three Rivers Levee Improvement Authority, a joint powers authority ("Authority"), who agree as follows:

**1. RECITALS.** This Agreement is made with reference to the following background recitals:

a. Authority has requested an Agency loan of \$225,000 for engineering and administrative services relating to the "real estate actions" and the "404 application" portions of the Phase 4 Feather River Setback Project (the "Work").

b. Agency finds that the Work will significantly benefit residents and property owners within the Yuba County Water Agency, and that the Work furthers Agency's own flood control goals and purposes. Agency therefore agrees to loan the money to Authority on and subject to the terms of this Agreement, with the understanding that this loan may convert to a grant pursuant to section 3.

c. The Work is an integral part of the Yuba River Basin Project authorized by Congress in section 101(a)(10) of the Water Resources Development Act of 1999 (113 Stat. 275) and by the California Legislature in California Water Code section 12670.7. The parties intend that the expenditures on the Work funded by this Agreement shall be local agency and non-federal interest in-kind contributions toward the Yuba River Basin Project and credited toward the local agency and non-federal share of the cost of that project for purposes of federal and state flood control project cost-sharing requirements. The Work also is part of a broader flood control project that is being studied by the Agency pursuant to the Yuba-Feather Supplemental Flood Control Project under California Water Code sections 79068-79068.20 and the parties intend that expenditures on the Work funded by this Agreement shall be local agency contributions toward the Yuba-Feather Supplemental Flood Control Project and credited toward the local agency share of the cost of that project for purposes of Water Code section 79068.8.

d. The Authority is undertaking proceedings for the issuance of bonds or certificates of participation to finance flood control improvements in south Yuba County. The Authority (through the County of Yuba) also is undertaking negotiations with developers in south Yuba County for alternative developer funding (e.g., direct developer contributions) of flood control improvements in south Yuba County. The bond/certificates of participation proceeding and negotiations for alternative developer funding shall be referred to collectively as the "Flood Project Financing."

**2. LOAN AND DISBURSEMENT OF FUNDS.**

a. Agency agrees to loan to Authority, and Authority agrees to borrow from Agency, up to the sum of \$225,000, subject to the terms and conditions of this Agreement. The loan proceeds shall be used solely to pay for the costs of the Work as described in section 1(a).

b. Upon request by Authority, Agency shall pay all invoices, bills, statements, and other expenses for the Work. Payment requests shall not be submitted more frequently than semi-monthly. Payment requests by Authority shall include satisfactory copies of subject invoice(s),

bill(s), statement(s), and/or other proof of cost item. If Agency determines that the payment request is for eligible costs, and if Authority is otherwise in compliance with this Agreement, then Agency shall pay the item directly to the vendor, contractor, supplier, etc. within 30 days of receipt of the request. Agency shall add to the loan principal balance a 4% administrative fee calculated on the amount of each cost item paid. This administrative fee will be assessed one time per item. Total disbursements for cost items shall not exceed the total loan amount of \$225,000.

c. Agency shall account for the cumulative principal loan amount owed by Authority as disbursements are approved and paid by Agency. The principal loan amount under this Agreement shall be determined and adjusted periodically based on the approved and paid disbursements, plus the 4% administrative fee.

d. Subject to section 3, Authority promises to pay to Agency, or order, the principal loan amount which will equal cost item disbursements plus the 4% administrative fee. The principal may be fully repaid at any time by Authority, without prepayment penalty. Agency and Authority anticipate that the entire \$225,000 may be disbursed and that the ending principal of the loan may be \$234,000. To the extent permitted by law, the Authority shall structure the Flood Project Financing documents to authorize and provide for payment of \$234,000.

e. Authority shall include the Work as an eligible project cost within the scope of the Flood Project Financing and diligently pursue the completion of the Flood Project Financing in an effort to secure funding for the Work. If the Authority successfully implements the Flood Project Financing and secures funding for the Work, then Authority shall repay the loan balance in full to Agency, including principal and administrative fees, within 30 days after (i) the closing on the issuance of the bonds or certificates of participation financing, or (ii) the closing or securing of the financing/funding pursuant to an alternative developer funding approach.

f. All Work that Authority desires to be funded by this Agreement must be completed and loan disbursement request made to Agency by April 30, 2007. No loan disbursement requests shall be accepted by Agency after that date, unless the date is extended by the Agency.

**3. CONTINGENT LOAN; CONVERSION TO GRANT.** If, by June 30, 2010, the Authority has not successfully implemented a Flood Project Financing and proceeds from a Flood Project Financing are not available to repay the loan balance under this Agreement, then, upon that date, the loan shall be converted to a grant and the Authority shall have no obligation to repay the loan to the Agency.

**4. COMPLIANCE WITH LAWS.** Authority shall perform the Work in compliance with all applicable federal, state and local laws, regulations and codes, including the acquisition of all required permits, licenses, entitlements, and authorizations. The parties acknowledge that the Work constitutes "public works" as defined at Labor Code sections 1720 to 1720.4, and Authority and its contractors and subcontractors shall comply with California statutes and regulations applicable to public works projects, including, but not limited to, the following requirements: payment of prevailing wage rates; employment of apprentices; hours of labor limitations and overtime; payroll records; workers' compensation insurance; payment/labor and materials bond; non-discrimination laws; contractors' state license requirements; and California Environmental Quality Act environmental review.



**5. RECORD KEEPING.** Authority shall keep and maintain bookkeeping records, accounts, and documentation pertaining to the receipt, disbursement, and use of the loan proceeds to pay for Work, including invoices, receipts, cancelled checks, and contracts. These records shall be retained for a period of not less than three years from the completion of the Work. These records shall be accessible and available for inspection or audit by Agency, or by its employees, accountants, attorneys or agents, at reasonable times and upon reasonable notice.

**6. STATE AUDIT CONTINGENCY.** As required by California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under this Agreement, are subject to examination and audit by the State Auditor General for three years following final payment under this Agreement.

**7. REPRESENTATION AND WARRANTIES.** Authority makes the following representations and warranties:

a. There are no legal actions, suits, or proceedings pending or, to the knowledge of Authority, threatened against Authority.

b. Authority is not in default of any obligation, judgment, bond, debenture, note or other evidence of indebtedness.

c. No outstanding tax liability has been asserted against Authority by the IRS, California Franchise Tax Board or any other taxing authority.

**8. DEFAULT.** At the option of the Agency, the occurrence of any of the following events shall constitute a default:

a. Any material representation or warranty made by Authority is breached, false or misleading in any material respect.

b. Any material provision of this Agreement ceases to be valid and binding, or Authority contests any such provision, or Authority, or any agent or trustee on behalf of Authority, wrongfully denies that it has any or further liability under this Agreement.

c. Authority fails to perform any covenant, condition, or agreement set forth herein, and such failure shall continue for a period of 30 days after notice thereof (which notice shall specify in reasonable detail the nature of such failure) from Agency.

d. Authority becomes insolvent or unable to pay its debts as they mature or makes an assignment for the benefit of creditors, or there shall occur a material adverse change in the financial condition of Authority.

e. Authority files or there is filed against Authority a petition to have Authority adjudicated a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against Authority, the same is dismissed or stayed within 60 days.

f. Authority applies for or consents to the appointment of a receiver, trustee or conservator for any portion of Authority's property, or such appointment is made without Authority's consent and is not vacated within 60 days.

In the event of default, Agency may immediately call the loan due and payable in full and enforce its remedies as provided by law. This provision shall not apply if the loan has been converted to a grant pursuant to section 3.

**9. LIMITATIONS.** Authority shall not, without prior consent of Agency (a) pledge, mortgage or otherwise encumber in any manner whatsoever any of Authority's present or after acquired property or assets, (b) borrow money or obtain a loan (other than the proposed Flood Project Financing) from any person, corporation, or any other source, (c) make or guarantee any advances or loans made to others, or (d) sell or distribute a substantial part, or all of its assets.

**10. GENERAL PROVISIONS.**

a. Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in this Agreement.

b. Construction and Interpretation. The parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

c. Waiver. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

d. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors, assigns, heirs, devisees and personal representatives of the parties.

e. Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved and executed by both parties.

f. Governing Law and Venue. Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

g. Attorney's Fees. In the event any collection action or lawsuit is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, costs of collection, expert witness and consulting fees, litigation costs and costs of suit.

h. Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed as follows:

Agency:

Authority:

General Manager

Three Rivers Levee Improvement Authority

Yuba County Water Agency  
1402 D Street  
Marysville, CA 95901

c/o County of Yuba  
915 8th Street, Ste. 115  
Marysville, CA 95901

Any party may change its address by notifying the other party in writing of the change of address.

YUBA COUNTY WATER AGENCY

THREE RIVERS LEVEE  
IMPROVEMENT AUTHORITY

By: \_\_\_\_\_  
Chair

By: \_\_\_\_\_  
Chair

Attest:

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

Draft

PROMISSORY NOTE

\$234,000.00  
Marysville, California  
December , 2006

1. For value received, Three Rivers Levee Improvement District promises to pay to the Yuba County Water Agency, or order, at the Agency office, 1402 D Street, Marysville, Ca 95901, or at such other place as holder may from time to time designate by written notice to maker, the principal sum of Two Hundred Thirty Four Thousand Dollars (\$234,000.00), or the unpaid principal including a 4% administrative fee, if less.

2. Maker shall pay principal (including the administrative fee) as provided by the terms of the Loan Agreement dated December , 2006.

3. The whole sum of principal (including the administrative fee) shall immediately be due and payable at the option of holder of this note upon the occurrence of any of the following conditions: (a) The maker of this note receives funds from vendors intended for repayment of the loan provided by the terms of that Loan Agreement dated December , 2006; (b) Any other default under that Loan Agreement dated December , 2006. Failure to exercise any such option shall not constitute a waiver of the right of holder to exercise such option in the event of any subsequent occurrence.

4. If any action is taken by holder or its agents or assigns in enforcing or otherwise seeking to collect on this note, maker agrees to pay the following costs, expenses and attorney's fees paid or incurred by holder, or adjudged by a court: (a) Reasonable costs, expenses and attorney's fees paid or incurred in connection with the collection or enforcement of this note or any part of it, whether or not a lawsuit is filed; and (b) Reasonable attorney's fees, expert witness fees, and litigation costs and expenses in any lawsuit to enforce payment of this note or any part of it.

5. Maker shall have the right to prepay the principal of this note in whole or in part prior to its due date without premium or penalty.

6. This note is secured by a rate covenant of maker contained in that Loan Agreement dated December , 2006.

Three Rivers Levee Improvement District  
c/o County of Yuba  
915 8th Street, Ste. 115  
Marysville, CA 95901

By: \_\_\_\_\_  
Chair

Attest: \_\_\_\_\_  
Secretary



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Government Center  
915 Eighth Street, Suite 115  
Marysville, CA 95901-5273  
(530) 749-7841 (530) 749-7884 Fax

January 9, 2007

TO: Three Rivers Levee Improvement Authority Board  
FROM: Paul G. Brunner, Executive Director *PGB 3/9/07*  
Ric Reinhardt, Program Manager  
SUBJECT: Consider Contractual Agreement with Bender Rosenthal, Inc. (BRI) for  
TRLIA Phase 4, Feather River Preliminary Right of Way Actions for the  
Proposed Setback Levee

## Recommended Action

Approve Amendment 4 to the existing contract with BRI for the TRLIA Phase 4, Feather River preliminary right of way actions along the setback levee alignment. The specific contract terms are detailed in the attached document (i.e., the contract document).  
Authorize Executive Director to sign agreement once County Counsel has reviewed.

## Discussion

A setback levee alternative is under consideration for Segment 2 of the Phase 4 Feather River levee repairs. In order to maintain an aggressive schedule to complete this setback levee in 2008, some preliminary right of way actions must begin now. This would include preparing a survey map of the parcels impacted, plats and legals of the potential setback levee footprint, some pre-appraisal services, and title reports. This work would be accomplished using grant funds from the Yuba county Water Agency. Funds supplied by the landowners would not be used for this work and these efforts would be tracked separately from other real estate efforts that BRI is doing for the Phase 4 Feather River levee repairs. BRI is very knowledgeable with this area and has close contacts with the landowners impacted. Since a decision has not been reached on the setback levee alternative, landowner contacts would be minimal for these initial right of way acquisitions.

## Fiscal Impact

The contract amendment would increase the existing contract by \$100,000 for services on a time-and-expenses basis, to a maximum amount not exceeding **\$1,837,181** without prior authorization by TRLIA. The BRI contract amendment is a time and materials contract that can be terminated without penalty. As stated above this work would be accomplished with grant funds from the Yuba County Water Agency.

FOURTH AMENDMENT  
TO  
AGREEMENT BETWEEN  
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY  
AND  
BENDER ROSENTHAL, INC.

THIS FOURTH AMENDATORY AGREEMENT is made and entered into this \_\_\_\_\_ day of January 2007, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY ("TRLIA"), a Joint Powers Authority, TRLIA and BENDER ROSENTHAL, INC. ("CONSULTANT")

RECITALS:

WHEREAS, TRLIA and CONSULTANT entered into a agreement to provide basic services dated March 1, 2005, ("AGREEMENT");

WHEREAS, TRLIA and CONSULTANT entered into the first Amendatory Agreement to provide basic services dated March 1, 2006.

WHEREAS, TRLIA and CONSULTANT entered into the second Amendatory Agreement to provide basic services dated May 16, 2006.

WHEREAS, TRLIA and CONSULTANT entered into the third Amendatory Agreement to provide basic services dated September 26, 2006.

WHEREAS, Attachment B.1 of the AGREEMENT, state that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties;

WHEREAS, the TRLIA and CONSULTANT desire to amend the Agreement;

NOW, THEREFORE, the TRLIA and CONSULTANT agree as follows:

1. Exhibit A of the AGREEMENT shall be amended to perform those additional services described in Exhibit A attached to this Fourth AMENDMENT.
2. Article 4 of the AGREEMENT shall be revised to increase the price ceiling for basic services by \$100,000 from \$1,737,181.00 to: \$1,837,181.00

All other terms and conditions contained in the Agreement shall remain in full force and effort.

This Amended agreement is hereby executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

THREE RIVERS LEVEE  
IMPROVEMENT AUTHORITY

CONSULTANT

BY: \_\_\_\_\_  
Paul G. Brunner, Executive Director

BY: \_\_\_\_\_  
BENDER ROSENTHAL, INC.

APPROVED AS TO FORM,

\_\_\_\_\_  
DANIEL G. MONTGOMERY  
County Counsel

**TABLE OF CONTENTS**

**I. PROJECT UNDERSTANDING.....1**

**II. RIGHT OF WAY SCOPE OF SERVICES .....1**

**III. PROPOSED SCHEDULE.....3**

**IV. PROPOSED BUDGET .....3**

**V. CHANGE OF SCOPE .....4**

**VI. CURRENT RATE SCHEDULE.....4**

**ATTACHMENTS**

- A. COOPER THORNE SCOPE**
- B. PARCEL LIST AND SPREADSHEET**

## **I. PROJECT UNDERSTANDING**

The Three Rivers Levee Improvement Authority is responsible for improving the levees along the Feather River, Bear River and Western Pacific Irrigation Canal (WPIC). The levee improvements are being completed in four phases. Phase one included urgent repairs to the levees at specific locations along the three levees and was completed in 2004. Phase two is scheduled for completion in Summer of 2006 and includes improvements to the Bear River, Feather River and the WPIC. Phase three construction should be completed in Fall of 2006 and includes the setback levees along the Bear River. Phase 4 levee improvements along the Feather River are scheduled to begin construction in May 2007.

TRLIA recently received a grant from the Yuba County Water Authority for \$225,000. The purpose of this grant was to begin the preliminary Right of Way, Environmental, and Engineering work critical to completing a proposed Feather River Setback levee by 2008. This work will include:

1. ROW Planning and Management
2. Develop Project Land Net
3. Plat and Legals
4. Pre Appraisal Services
5. Title / Escrow Support

BRI has been directed not to contact any property owners for Rights of Entry or Appraisals. All invoices will be separated for all other TRLIA work and sent to YCWA.

## **II. RIGHT OF WAY SCOPE OF SERVICES**

The following scope is for:

1. ROW Planning and Management
2. Develop Project Land Net
3. Plat and Legals
4. Pre Appraisal Services
5. Title / Escrow Support

### **Task 1 - ROW Planning and Management**

This task includes attendance at weekly project development team meetings, monthly schedule and progress updates, and coordination efforts with the PDT and ROW teams throughout the life of the project. This also includes development of the of a right of way budgets for various alternatives studied.

#### **Deliverables:**

- 1.1 Running weekly BRI staff meetings through the appraisal and acquisition phase of the project.
- 1.2 Attending Weekly PDT meetings.



- 1.3 Providing Monthly progress updates to PDT and TRLIA staff.
- 1.4 Coordinating design issues between engineering team and ROW team.
- 1.5 ROW budgets for various alternatives.

**Task 2 – Develop Project Land Net - 30 Parcels along the Feather River**

Please see Cooper Thorne Scope of Work in appendix of this proposal. Please note, BRI and CTA are not delineating the boundary of any “Full Take” parcels. Those are parcels that will be purchased in their entirety as part of the project.

**Task 3 – Plats and Legals / Right of Way Field Staking (30 -Parcels along Feather River)**

Please see Cooper Thorne scope of Work in appendix of this proposal. Please note, BRI and CTA are preparing plats and legals for any “Full Take” parcels. Those are parcels that will be purchased in their entirety as part of the project.

**Task 4 – Pre -Appraisal Services (45 Parcels along the Feather River)**

BRI will complete the preliminary research required for the Right of Way appraisal and acquisition phase of the project. Plats and Legals for each of the properties to be appraised will be provided to BRI by CTA. The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:

1. Study of community and neighborhood in which the subject is located.
2. Collection of data from appropriate governmental agencies.
3. Market investigation of vacant and improved comparable data.
4. Verification of market data with sources knowledgeable with the pertinent details of the transaction.
5. Analysis of all appropriate data in the before and after condition to arrive at an opinion of value.

**Deliverables:**

- Preliminary Appraisal files for up to 45 parcels along Feather River

**Task 9 - Title Support (45 Parcels for Title reports)**

In order to facilitate the plat and legal and appraisal phases of the proposed setback BRI proposes to work with Fidelity Title to order 45 title reports and back up documents. BRI is very knowledgeable in this area and has the staff necessary to help the TRLIA with their title and escrow needs.

1. Order Title Reports from Fidelity Title

**Deliverable:**

- 45 Title Reports

**Assumptions:**

- BRI will contract with escrow company and bill TRLIA

**III. PROPOSED SCHEDULE**

Item	Yuba River Segment 9
NTP	January 9, 2006
Task 1 – ROW Project Man.	January 9, 2006 – March 1, 2006
Task 2 - Land Net	January 9 2006 – March 1, 2006
Task 3 – Plat and Legals	Feb. 1, 2006 – March 1, 2006
Task 4 – Pre Appraisals	January 9 2006 – March 1, 2006
Task 5 – Title/Escrow Support	January 9, 2006 – March 1, 2006

**IV. PROPOSED BUDGET**

Item	Yuba River Segment 9
Task 1 – ROW Project Man. 8 hrs/wk @ 7 weeks @ \$158/hr + CTA	= \$11,350
Task 2 - Land Net	= \$24,000
Task 3 – Plat and Legals	= \$25,500
Task 4 – Pre Appraisals	= \$9,200
Task 5 – Title/Escrow Support (45 @ \$550)	= \$24,750
Sub-Consultant Mark Up (10%)	= \$5,200
<b>Total</b>	<b>\$139,800</b>

The following are the assumptions behind the budget:

1. Full documentation to Federal and State standards for all tasks.
2. The actual costs may differ from task to task, but the overall budget will not exceed the “Total Budget” shown in the above spreadsheet.
3. No Coordination with State or Federal right of way departments, other than listed in scope.

**V. CHANGE OF SCOPE**

A change in scope may result in the following instances:

- A change in engineering after property has been inspected by appraiser, requiring a new inspection.
- A change in engineering after completion of the appraisal.
- Addition of a parcel.
- Addition of easements, takes, or other property rights.
- An increase in the number of damage analyses required.
- An appraisal requiring additional expertise, such as an architect/engineer to determine if a building meets the building codes or will be structurally sound in the “after condition”.

**VI. CURRENT RATE SCALE**

Below is our rate schedule for this contract through March 1, 2007. A 5% yearly contract increase will apply after that date

Stephen A. Rosenthal, MAI	\$173/hr.*
Cydney G. Bender, MAI	\$173/hr.*
David Wraa, MAI	\$173/hr.*
Project Manager	\$158/hr.
Senior Appraiser	\$121/hr.
Senior Acquisition Agent	\$110/hr.
Relocation Specialist	\$110/hr.
Acquisition Agent – Level 2	\$ 95/hr.
Acquisition Agent – Level 1	\$ 80/hr.
Other Associated Professional Staff	\$ 89/hr.
Researchers	\$ 58/hr.
Administrative/Production	\$ 47/hr.

- \$265 per hour for court or briefing preparation, depositions, any pre-trial conferences, court appearances, etc., should these ever become necessary.

Scope of Services and Fee Estimate  
Three Rivers Levee Improvement Authority  
Feather River Setback Levee  
Right of Way Surveying Services

**Scope of Services**

**A. Development of Project Land Net**

1. Research – all relevant land and survey records shall be researched to recover control network information, record land net information and other information, which may be necessary for the Right of Way surveys. Sources for such information may include the County Surveyor's office, County Recorder's office, local Reclamation Districts, the Union Pacific Railroad, CalTrans and other governmental agencies.
2. Field Reconnaissance – Upon review of the record data, a field review and search will be made to identify lines and monuments of significant importance. This will include control network points, street centerline monuments, private property corners, government land boundary monuments, as well as other physical features, which could be significant in resolving the land net. A survey plan will be developed from this search and reviewed with the field personnel prior to commencing the surveys.
3. Right of Way Surveys Fieldwork – Field survey crews will conduct surveys of the control net and land net monuments using GPS and total station methods. Field notes will be maintained to accurately describe each found monument and it's relationship to record data. Found monuments that are not of record, will also be tied and evaluated with the land net.
4. Boundary Analysis and Retracement – The Project Surveyor and staff will review the record information and the compiled field data information, and perform a boundary analysis and retracement of the land net. This work will be performed in accordance with accepted professional land surveying practices and laws. In the event the Project Surveyor does not feel sufficient monuments have been found to retrace the land net, additional field surveys and inspections will be performed. The title reports (which will be provided by the client or others) will be reviewed and any easements, which can be defined and located, including levee right of ways, will be added to the land net information. *The final product to be delivered will be an AutoCAD drawing file containing the property lines, street right of ways, easements, owner names and Assessor's Parcel Numbers.*

Scope of Services and Fee Estimate  
Three Rivers Levee Improvement Authority  
Feather River Setback Levee  
Right of Way Surveying Services

**B. Preparation of Plats and Legal Descriptions**

1. Right of Way Calculations – Based upon the right of way requirements provided by the design engineer, the various forms of right of ways and/or easements will be calculated for each parcel, including areas. Closure calculations will be run for each right of way and/or easement for use in checking the final plat and legal description.
2. Plats and Legal Descriptions – Based upon the calculated right of way described above, an 8 1/2" x 11" exhibit plat will be prepared for each right of way and/or easement required for each parcel. A legal description will also be prepared for each right of way and/or easement required. Both the plat and legal description will be stamped and signed by the Project Surveyor.

**C. Project Meetings**

1. Right of Way Coordination Meetings – The Project Surveyor or a staff representative will attend up to six (6) meetings to review and prioritize the on-going right of way efforts and report on the progress made to date.

**Fee Estimate**

**A. Bear River Setback Levee – Star Bend to N. of Murphy Road**

1. Development of Land Net (30 parcel basis)	\$24,000.00
2. Plats & Legal Descriptions (30 parcel basis)	\$25,500.00
3. Project Meetings	<u>\$2,500.00</u>
	\$52,000.00

# BENDER ROSENTHAL, INC.

COMMERCIAL VALUATION AND RIGHT OF WAY SERVICES

January 3, 2007

Mr. Paul Brunner, P.E.  
Three Rivers Levee Improvement Authority  
915 8<sup>th</sup> Street, Suite 119  
Marysville, CA 95901

RE: Three Rivers Levee Improvements – Phase 4 Right of Way Acquisition  
Feather River Setback Levee Preliminary ROW Services

Dear Mr. Brunner:

Bender Rosenthal, Inc. (BRI) is pleased to submit this revised scope for Right of Way Acquisition for Phase 4 of the TRLIA project. We have focused this scope on preliminary ROW work for the phase 4 work along the proposed Feather River Setback levee. We are pleased to include Cooper Thorne & Associates (CTA) on our team for Right of Way Engineering and Plat and Legal services.

The attached proposal is based on our knowledge of the project / real estate market gained as your consultant over the last year and during various team meetings regarding the phase 4 projects. It outlines our understanding of your needs, plus our approach in continuing to meet those needs.

The proposal includes five areas of the right of way process that may be required for the project to succeed. They include:

1. ROW Planning and Management
2. Develop Project Land Net
3. Plat and Legals
4. Pre Appraisal Services
5. Title / Escrow Support

If you have any questions, please contact Bob Morrison or myself.

Sincerely

CYDNEY G. BENDER REENTS, MAI  
President

Cc: Ric Reinhardt – MBK Engineers



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218  
Marysville, CA 95901  
(530) 749-7841 (530) 749-6990 Fax

January 16, 2007

TO: Three Rivers Levee Improvement Authority Board  
FROM: Paul Brunner, Executive Director *PB*  
Ric Reinhardt, Program Manager  
SUBJECT: Proposed Amendment to existing GEI Contractual Agreement for TRLIA  
Phase 4, Feather River Preliminary Engineering and Permit Actions for  
the Proposed Setback Levee

## Recommended Action

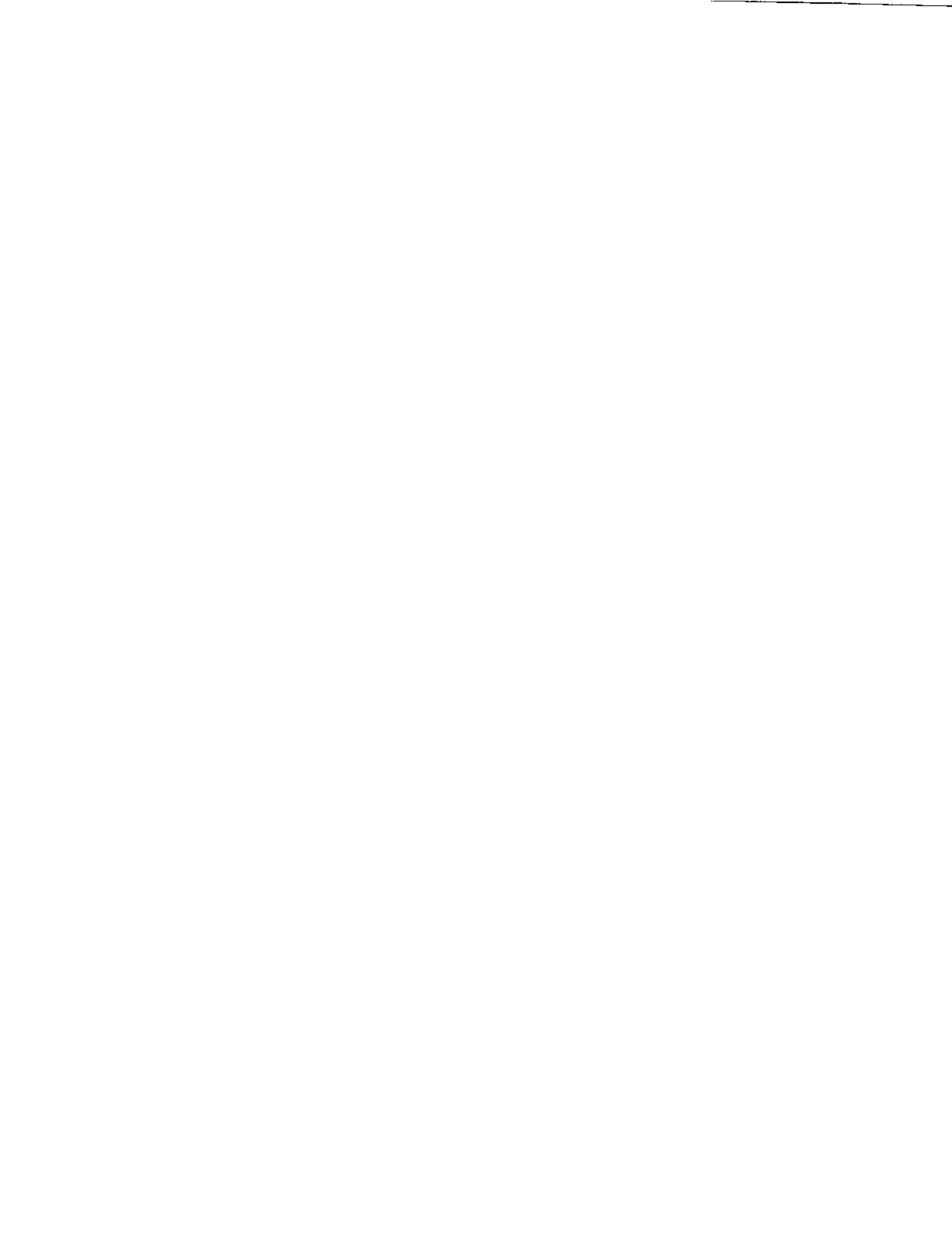
Approve Amendment 4 to the existing contract with GEI for the TRLIA Phase 4, Feather River preliminary engineering and permit actions along the setback levee alignment. The specific contract terms are detailed in the attached document (i.e., the contract document). Authorize the Executive Director to sign once County Counsel has reviewed.

## Discussion

A setback levee alternative is under consideration for Segment 2 of the Phase 4 Feather River levee repairs. In order to maintain an aggressive schedule to complete this setback levee in 2008, some preliminary engineering and environmental permit actions must begin now. This would include determination of the setback alignment and levee footprint, environmental surveys of this footprint to identify cultural resource, wetland, and endangered species impacts, and preparation of environmental documents to initiate permit coordination with state and federal environmental resource agencies. This work would be accomplished using grant funds from the Yuba County Water Agency. Funds supplied by the landowners would not be used for this work and these efforts would be tracked separately from other engineering and permitting efforts that GEI is doing for the Phase 4 Feather River levee repairs.

## Fiscal Impact

The contract amendment would increase the existing contract by \$115,000 for services on a time-and-expenses basis, to a maximum amount not exceeding \$4,931,840 without prior authorization by the TRLIA Board. This work would be accomplished with grant funds from the Yuba County Water Agency. The GEI contract amendment is a time and materials contract that can be terminated without penalty.





AMENDMENT NO. 4

AGREEMENT FOR PROFESSIONAL SERVICES  
FOR  
PHASE 4 FEATHER RIVER LEVEE REPAIRS  
BETWEEN  
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND  
BOOKMAN-EDMONSTON/GEI CONSULTANTS

THIS AMENDMENT TO AGREEMENT is made effective January 16, 2007, by and between Three Rivers Levee Improvement Authority ("TRLIA") and Bookman-Edmonston/GEI Consultants, a division of GEI Consultants, Inc. ("Consultant"), who agree as follows:

1. **Recitals.** This Amendment is made with reference to the following background recitals:
  - 1.1. Effective December 13, 2005, the parties entered into the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Levee project with a contract value of \$1,439,400.
  - 1.2. Effective April 25, 2006, the parties entered into Amendment No. 1 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Levee Repair design in the amount of \$3,082,240 for a total contract value of \$4,521,640.
  - 1.3. Effective June 27, 2006, the parties entered into Amendment No. 2 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Levee Repair design in the amount of \$32,700 for a total contract value of \$4,554,340.
  - 1.4. Effective October 30, 2006, the parties entered into Amendment No. 3 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Levee Repair design in the amount of \$262,500 for a total contract value of \$4,816,840.
  - 1.5. The parties now desire to amend the Professional Services Agreement to expand scope of services and base contract fee.
2. **Fourth Amendment to Agreement.** The Professional Services Agreement is hereby amended as follows:
  - 2.1. The scope of services (Attachment A to the Agreement for Professional Services between TRLIA and B-E/GEI, dated December 13, 2005) is amended to expand the scope of work to include initiation of early permitting and right-of-way support activities for the Feather River setback levee, as

described in the attached letter dated January 8, 2007.

- 2.2. The payment, budget, and not-to-exceed amounts (Professional Services Agreement Attachment B) are amended to include the additional amount of \$115,000 for a total contract of \$4,931,840.
3. **No Effect on Other Provisions.** Except for the amendments in Section 2, the remaining provisions of the Professional Services Agreement shall be unaffected and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on \_\_\_\_\_, 2007.

THREE RIVERS LEVEE IMPROVEMENT  
AUTHORITY OF YUBA COUNTY

BOOKMAN-EDMONSTON, A  
DIVISION OF GEI  
CONSULTANTS, INC.

\_\_\_\_\_  
Paul G. Brunner  
Executive Director

\_\_\_\_\_  
Raymond D. Hart  
Senior Vice President

ATTEST:  
DONNA STOTTEMEYER  
SECRETARY, THREE RIVERS

APPROVED AS TO FORM:  
DANIEL G. MONTGOMERY  
COUNTY COUNSEL

\_\_\_\_\_

\_\_\_\_\_



2201 Broadway, Suite 321  
Oakland, California 94612  
510-835-9838  
FAX 510-835-9842

January 8, 2007  
050110

Mr. Paul Brunner, Executive Director  
Three Rivers Levee Improvement Authority  
915 Eighth Street, Suite 115  
Marysville, CA 95901

Dear Mr. Brunner:

**Re:** Phase 4 Feather River Levee Repair Project -  
Segment 2 Setback Levee – Early Permitting and Right-of-Way Activities

This letter is a follow up to your request to prepare a scope of work and budget to perform critical tasks supporting initial permitting and right-of-way activities for the Feather River Setback Levee. In order to meet TRLIA's schedule for completion of the setback levee by the end of 2008, TRLIA is initiating early permitting and right-of-way activities in advance of TRLIA selection of the setback levee project. The intent of this scope is to address activities that can be undertaken between December 2006 and February 2007 that are critical to meeting the overall planned schedule for the setback levee project. This contract amendment addresses the early permitting activities and engineering support for right-of way to be performed by GEI and EDAW. The right-of way scope of work will be addressed by Bender Rosenthal under separate contract to TRLIA.

### **SCOPE OF WORK**

The scope of work for early permitting and right-of-way support includes the following activities:

#### **Wetland Delineation**

Field surveys will be conducted in support of a wetland delineation on properties where access is available in the setback area and along the setback levee alignment. Currently, sufficient access is not available to complete a field delineation in all areas. It is anticipated that access issues will not be resolved in sufficient time to complete a field delineation within the planned project schedule. Therefore, aerial photographs and observations from adjacent properties and public areas will be used to complete the

delineation for properties where access is not available. This approach could result in a somewhat greater area being identified as jurisdictional features than would have occurred had full site access been available. A wetland delineation report will be prepared for verification by the U.S. Army Corps of Engineers (Corps).

#### **Biological Resources Field Surveys**

Biological resource field surveys will be conducted on properties where access is available in the setback area and along the setback levee alignment. Surveys will focus on clearly identifying and mapping suitable habitat for giant garter snake (GGS) and mapping the locations of elderberry shrubs. Where access is available, resource surveys and mapping will be at sufficient detail to identify locations where avoidance by construction activities may be a desirable approach, and to quantify impacts to assist with agency consultation and permitting. Currently, sufficient access is not available to complete biological resource field surveys in all areas where sensitive resources may occur. Therefore, in order to meet the planned project schedule, aerial photographs and observations from adjacent properties and public areas will be used to estimate resource locations and extents in these areas. This information will be used to assist with natural resource agency coordination and permitting as described below. However, it should be noted that this approach may result in a greater area being identified as a sensitive resource than would have occurred had full site access been available.

Preliminary concepts will be developed for on-site GGS mitigation in the project vicinity based on findings of the field surveys.

#### **Evaluation of Cultural Resources Site CA-Yub-5**

Shovel testing will be conducted along the eastern side of cultural resources site CA-Yub-5 to assist in determining the eastern boundary of the site. The location of the eastern boundary of CA-YUB-5 will be used to determine whether the location of the setback levee alignment should be adjusted to avoid the site.

Additional shovel tests will be conducted around the site, where property access is available, to determine the site boundary and where other project activities (e.g., soil borrow) should be avoided. At this time, property access is available along a portion of the northern and southern boundaries of the site. It is unclear at this time whether the eastern portion of the site spreads into a property where access is currently not available.

In order to meet the planned project schedule, it may be necessary to fully avoid Site CA-Yub-5 during project construction. Although it is anticipated that the site will be avoided, it may still be necessary to determine the significance of the site through further testing to fulfill Corps requirements under Section 106 of the National Historic Preservation Act (NHPA). The site may also need to be protected from future erosion and exposure, as it would be inundated on a more frequent basis once the existing levee is degraded. The potential for protection of the site may also influence the need to determine the significance of the site (e.g., eligibility for listing under the NHPA). Testing programs to determine NHPA eligibility may be significant undertakings, depending on the requirements of the Corps and other agencies. Because of the uncertainty associated with

the testing requirements, and the potential for testing to be a significant cost item, this scope does not address testing of site CA-Yub-5 beyond the identification of the site boundaries described above. As coordination with the Corps proceeds, it will be determined whether further site testing is required, which would be included in a future contract amendment.

### **Cultural Resources Field Surveys**

Cultural resources field surveys will be conducted on properties where access is available in the setback area and along the setback levee alignment. Surveys will focus on areas that were not surveyed in detail when the Phase 4 Feather River Repair Project EIR was prepared. Cultural resource surveys require a clear view of the ground surface to determine whether artifacts or other evidence of cultural resources are present. If, in certain areas, vegetation or other materials obscure the ground surface to the extent that surveys cannot be completed, TRLIA's land agent will be consulted with to determine whether landowners can clear the area (e.g., mow, disk, plow). Areas that cannot be cleared of ground surface obstructions may require cultural resources surveys during detailed design.

### **Coordination with Corps**

Talks with the Corps will be initiated regarding permitting for the setback levee option. Topics of discussion will include permitting under Section 404 of the Clean Water Act, implementation of the 408 process, interaction between the 404 and 408 processes, and NEPA compliance. Specific tasks to be undertaken will consist of coordination of meeting times and dates, preparation of materials for meetings (e.g., agendas, handouts), preparation/compilation of information materials in support of permitting approaches, and preparation/distribution of meeting notes. It is assumed the primary factor affecting the number of meetings to be attended is the availability of Corps staff. This scope includes attendance at up to nine meetings and/or conference calls involving coordination with the Corps, including internal team coordination and strategy meetings.

### **Coordination with Natural Resources Agencies**

Talks will be initiated with the U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), and California Department of Fish and Game (DFG) regarding permitting under the federal Endangered Species Act, California Endangered Species Act, and applicable portions of the California Fish and Game Code (e.g., Streambed Alteration Agreements). Specific tasks to be undertaken will consist of coordination of meeting times and dates, preparation of materials for meetings (e.g., agendas, handouts, results of field surveys), preparation/compilation of information materials in support of permitting approaches (e.g., summaries of resources present and impacts, summaries of potential mitigation options), and preparation/distribution of meeting notes. It is assumed the primary factor affecting the number of meetings to be attended is the availability of agency staff. This scope includes attendance at up to 12 meetings and/or conference calls involving coordination with the natural resources agencies, including internal team coordination and strategy meetings.

**Reclamation Board Application**

Preparation of the encroachment permit application package for The Reclamation Board will begin for construction of the setback levee and tie-ins. This task will involve filling out the application forms, responding to the environmental questionnaire, and compiling necessary documents/information based on the most current understanding of the project. A completed application package will require design drawings as well as relatively detailed information construction activities. Since this information will not be available until well after detailed design has been initiated, application submittal is not a part of this scope.

**Setback Levee Alignment**

In order to proceed with the early land acquisition and permitting activities, it will be necessary to define the setback levee alignment and footprint, including landside and waterside access corridors. The alignment presented in the Alternatives Analysis Report will be refined to minimize land impacts while maintaining the intended regional water surface reduction benefits. In addition, potential borrow areas and other project impacted areas will be identified and coordinated with TRLIA's land agent.

**COSTS**

The estimated cost to complete the above scope of work is \$115,000.

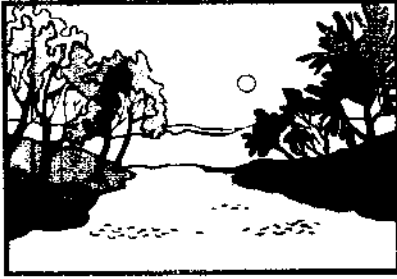
We are pleased with the opportunity to work with you and your staff on this project. Please call me or Dan Wanket if you have any questions.

Sincerely,

B-E/GEI

A handwritten signature in black ink, appearing to read "Alberto Pujol". The signature is written in a cursive, somewhat stylized font and is positioned above the typed name.

Alberto Pujol, P.E., G.E.  
Project Manager



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218  
Marysville, CA 95901  
(530) 749-7841 (530) 749-7884 Fax

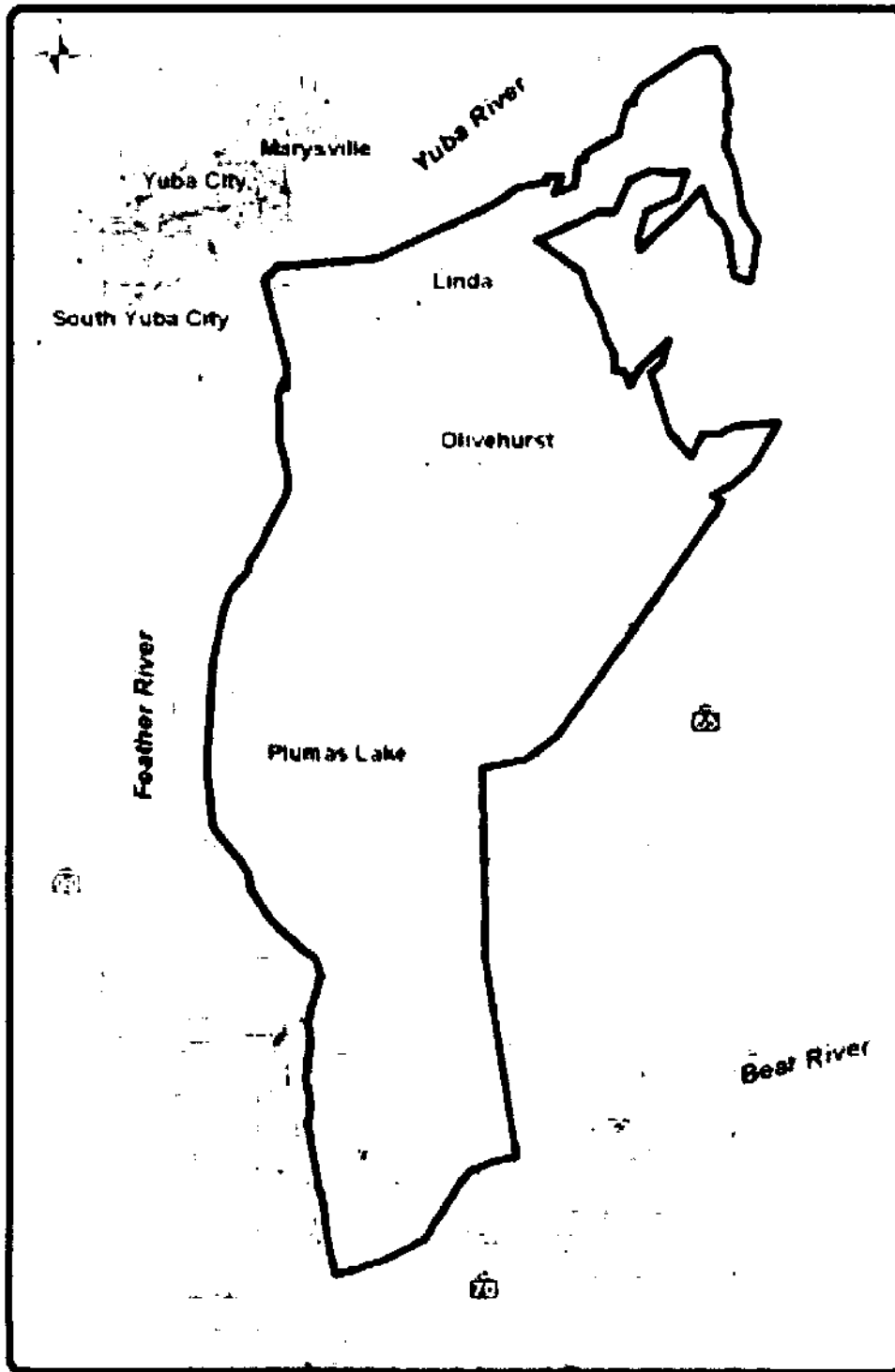
January 16, 2007

**TO:** Three Rivers Levee Improvement Authority Board  
**FROM:** Paul Brunner, Executive Director *PB*  
**SUBJECT:** TRLIA Assessment Engineering & Planning

**Purpose of Memo:** The purpose of this memo is to update the TRLIA Board on action taken to set up a benefit assessment within the TRLIA area to fund ongoing levee maintenance in the future.

**Background:** Recognizing the need to set up an assessment district to fund levee maintenance in the future, steps were taken to select an engineering firm skilled in the area of work. An RFQ was sent out on July 14, 2006 and a firm was selected on September 26, 2006. The initial meeting has been held and the initial steps have been taken for this effort. TRLIA has met with the Assessment Engineer on November 8, November 29, 2006 and again on January 10, 2007 and are working with RD 784, the county and the development community in this undertaking. Our goals are for the Assessment District to be in place and funds obtained from the tax roles by January 2008.

**Update:** Our accomplishments to date are: Boundaries have been established (see attached map). Since these boundaries are larger than RD 784, TRLIA is in the lead; surveys have been established that will help determine what the market will bear in the assessment and what language to use in the subsequent ballot; the team has initiated discussion of internal drainage and how it may be included in the assessment district. A draft survey has been reviewed and a timeline for this undertaking has been developed. The goal is to mail the surveys and allow 6 weeks to receive a report of survey findings from the Assessment Engineer. Based upon the results of the survey and other factors, TRLIA may choose to proceed with an assessment balloting. If TRLIA chooses to proceed with an assessment balloting, the Assessment Engineer, in conjunction with TRLIA, will proceed with all legally required steps to implement the assessment, consistent with Proposition 218.



Attachment